



MISSISSIPPI DEPARTMENT of WILDLIFE, FISHERIES, AND PARKS

Lynn Posey, Deputy Executive Director
1505 Eastover Drive
Jackson, Mississippi 39211
(601) 432-2400

MINORITY AND WOMEN OWNED BUSINESSES ARE ENCOURAGED TO APPLY

SOLICITATION:	Invitation for Bids
SOLICITATION NUMBER:	RFX #3160005060
DESCRIPTION:	Uniform Apparel
ISSUE DATE:	April 18, 2022
SUBMISSION DEADLINE:	May 20, 2022, 2:00 PM CT
BID CLOSING LOCATION:	Mississippi Department of Wildlife, Fisheries, and Parks 1505 Eastover Drive Jackson, Mississippi 39211
OPENING DATE AND TIME:	May 20, 2022, 2:15 PM CT
BID COORDINATOR:	Leigh Washington Telephone: 601.432.2008 Email: Procurement@wfp.ms.gov

SECTION I

GENERAL CONDITIONS

ALL BIDS SUBMITTED SHALL BE IN COMPLIANCE WITH ALL CONDITIONS SET FORTH HEREIN. THE BID PROCEDURES FOLLOWED BY THIS OFFICE WILL BE IN ACCORDANCE WITH THESE CONDITIONS. THEREFORE, ALL BIDDERS ARE URGED TO READ AND UNDERSTAND THESE CONDITIONS PRIOR TO SUBMITTING A BID.

1. Definitions

The use of the word “agency” in any Bid Invitation solicitation or specification shall be intended to mean state agencies only. The words “governing authority” when used shall be intended as meaning city, county or other local entities.

2. Preparation of Bids

- 2.1 Bids Quotes may be submitted through the State of Mississippi’s e-procurement system (MAGIC), via email, or in person to the Mississippi Department of Wildlife, Fisheries, and Parks, Procurement Department (“MDWFP”). Paper bids are allowed. All prices and notations must be printed in ink or typewritten. No erasures permitted. Errors may be crossed out and corrections printed in ink or typewritten adjacent and must be initialed, in ink, by the person signing bid.
- 2.2 To submit bids electronically, bidders must ensure they are registered in the MAGIC system and have received a login, password, and supplier number and that all technical requirements have been met.
- 2.3 Failure to examine any drawings, specifications, and instructions will be at bidder's risk.
- 2.4 Price each item separately exclusive of shipping, embroidery, embossing, etc. Unit prices shall be shown. Bid prices must be net.
- 2.5 It is understood that reference to available specifications shall be sufficient to make the terms of such specifications binding on the bidder.
- 2.6 Bidders must furnish all information requested in the bid specifications. Further, when required, each bidder must submit for bid evaluation cuts, sketches, descriptive literature and technical specifications covering the product offered. Reference to literature submitted with a previous bid or on file with MDWFP will not satisfy this provision.
- 2.7 Samples of items, when requested, must be furnished free of expense, and if not destroyed in testing will, upon request, be returned at the bidder's expense. Request for the return of samples must be made within ten (10) days following opening bids. Each individual sample must be labeled with bidder's name, manufacturer's brand name and number, State of Mississippi commodity number, bid number and item reference.
- 2.8 Time of performance. The number of calendar days in which delivery will be made after receipt of order shall be indicated in the bid specifications.

3. Bid Submission

- 3.1 When submitting a bid electronically, the authorized signature may be typed or be an electronic signature.
- 3.2 Bids and modifications or corrections received after the closing time specified will not be considered.
- 3.3 When submitting the response to the IFB in MAGIC, bidder must ensure all questions have been answered within the IFB and all proposed items in the bid have a response.
- 3.4 Bidders submitting paper responses should submit responses to the MDWFP by the response deadline. The bid package must be sealed and must contain the following:
 - Bid Cover Sheet (Attachment A)
 - Bid Form (Attachment B)
 - Execution of Bid (Attachment C)

4. Acceptance of Bids

MDWFP reserves the right to reject any and all bids, to waive any informality in bids and unless otherwise specified by the bidders, to accept any items on the bid. The MDWFP reserves the right to modify or cancel in whole or in part its Invitation for Bids.

If a bidder fails to state the time within which a submitted bid will expire, it is understood and agreed that the MDWFP shall have 60 days to accept.

5. Special Discount Period

Time in connection with a special discount offered will be computed from date of delivery at destination or from the date correct invoices are received, if the latter date is later than the date of delivery. Cash discounts will not be considered in the award process.

6. Award

6.1 Awards will be made based on the lowest and best bid. However, we reserve the right to award in the best interest of the Mississippi Department of Wildlife, Fisheries and Parks.

6.2 It is the intent of the Mississippi Department of Wildlife, Fisheries, and Parks to award this contract/bid based on lowest price per item. Although bidders are allowed to bid on single items, bidders who can provide an item majority will be considered above single item bidders.

6.3 Factors to be considered in determining the best bid include:

- Price
- Number of items being bid
- Conformity with Specifications
- Responsibility of Bidder
- Bidder's ability to deliver and/or supply

7. Ordering, Delivery, Invoicing, and Payment

7.1 It is the intent of the Mississippi Department of Wildlife, Fisheries, and Parks to order in bulk when possible. However, the agency reserves the right to order in single quantities when necessary.

7.2 Orders may be placed with a purchase order or a picking ticket. See Attachment I for sample picking ticket.

7.3 Note: It is the intent of the agency to order in bulk with various individual's items being shipped to the same location. Although items may be shipped in bulk packaging, it is important that each individual's items be packaged separately within the bulk package.

7.4 Invoices should be sent by Purchase Order only. Vendors will not combine Purchase Orders into one invoice. Vendors will be required to create an invoice per Purchase Order.

7.5 Partial invoices will be accepted for partial order shipments.

7.6 Back Orders must be clearly identified and not included in the items being invoiced.

7.7 Vendors must supply a tracking number for every shipment.

7.8 Payments may be made by check or electronic payment. Bidders should factor in all cost associated with electronic payments. The agency will not be responsible for any fees or transaction costs associated with electronic costs.

7.9 Invoices shall be included for each shipment at the time of delivery

8. Inspection

Final inspection and acceptance or rejection may be made at delivery destination, but all materials and workmanship shall be subject to inspection and test at all times and places, and when practicable. During manufacture, the right is reserved to reject articles which contain defective material and workmanship.

Rejected material shall be removed by and at the expense of the contractor promptly after notification or rejection. Final inspection and acceptance or rejection of the materials or

supplies shall be made as promptly as practicable, but failure to inspect and accept or reject materials or supplies shall not impose liability on the MDWFP or any subdivision thereof for such materials or supplies as are not in accordance with the specification. In the event necessity requires the use of materials or supplies not conforming to the specification, payment therefore may be made at a proper reduction in price.

9. Taxes

The MDWFP is exempt from federal excise taxes and state and local sales or use taxes and bidders must quote prices which do not include such taxes. Exemption certificates will be furnished upon request. Contractors making improvements to, additions to or repair work on real property on behalf of the MDWFP are liable for any applicable sales or use tax on purchase of tangible personal property for use in connection with the contracts. Contractors are likewise liable for any applicable use tax on tangible personal property furnished to them by the MDWFP for use in connection with their contracts.

10. Gifts, Rebate, Gratuities

- 10.1 Acceptance of gifts from bidders is prohibited. No officer or employee of the MDWFP, nor any head of any state department, institution or agency, nor any employee of any state department, institution or agency charged with responsibility of initiating requisitions, shall accept or receive, directly or indirectly, from any person, firm or corporation to whom any contract for the purchase of materials, supplies, or equipment for the State of Mississippi may be awarded, by rebate, gifts, or otherwise, any money or anything of value whatsoever, or any promise, obligation or contract for future rewards or compensation.
- 10.2 Bidding by state employees is prohibited. It is unlawful for any state official or employee to bid on, or sell, or offer for sale, any merchandise equipment or material, or similar commodity to the State during the tenure of his or her office or employment, or for the period prescribed by law thereafter, or to have any interest in the selling of the same to the State.

11. Bid Information

Bid information and documents may be examined pursuant to the Mississippi Public Records Act of 1983, MS Code 25-61-1 et seq.

12. Precedence

Bids shall be made and the contract shall be entered into in accordance with the General Conditions as hereinafter amended and modified. Should a conflict exist between the General Conditions and the Instructions and Special Conditions, the Instructions and Special Conditions shall take precedence.

13. Competition

There are no federal or state laws that prohibit bidders from submitting a bid lower than a price or bid given to the U.S. Government. Bidders may bid lower than U.S. Government contract price without any liability as the State is exempt from the provisions of the

Robinson-Patman Act and other related laws. In addition, the U.S. Government has no provisions in any of its purchasing arrangements with bidders whereby a lower price to the State must automatically be given to the U.S. Government.

14. Waiver

MDWFP reserves the right to waive any General Condition, Special Condition, or minor specification deviation when considered to be in the best interest of the State.

15. Cancellation

Any contract or item award may be canceled with or without cause by MDWFP with the giving of 30 days written notice of intent to cancel. Cause for MDWFP to cancel may include, but is not limited to, cost exceeding current market prices for comparable purchases; request for increase in prices during the period of the contract; or failure to perform to contract conditions. The Contractor will be required to honor all purchase orders that were prepared and dated prior to the date of expiration or cancellation if received by the Contractor within a period of 30 days following the date of expiration or cancellation. Cancellation by the MDWFP does not relieve the Contractor of any liability arising out of a default or nonperformance. If a contract is canceled by the MDWFP due to a Contractor's request for increase in prices or failure to perform, that Contractor will be disqualified from bidding for a period of 24 months. The Contractor may cancel a contract for cause with the giving of a 30-day written notice of intent to cancel. Cause for the Contractor to cancel may include, but is not limited to the item(s) being discontinued and/or unavailable from the manufacturer.

16. Substitutions During Contract

During the term of a contract, if adequate documentation is provided that supports the claim that the contract item(s) are not available, items which meet the minimum specifications may be substituted if approved by MDWFP and the substitutions are deemed to be in the best interest of the State.

17. Application

It is understood and agreed by the bidder that any contract entered into as a result of this Invitation for Bids is established for use by state agencies and all purchases made by these agencies for products included under the provisions of the contract shall be purchased from the bidder receiving the award unless exempt by special authorization from the MDWFP.

Under the provisions of Section 31-7-7 Mississippi Code of 1972, Annotated, the prices offered herein shall be extended to the governing authorities. However, the governing authorities, by provisions of Section 31-7-12 Mississippi Code, may purchase products covered by state contracts from any source offering an identical product at a price that does not exceed the state contract price.

Employees of the MDWFP have acted exclusively as agents of the State for the award,

consummation, and administration of the contract and are not liable for any performance or nonperformance by the state agencies that utilize the contract.

18. Addenda

Addenda modifying plans and/or specifications may be issued if time permits. No addendum will be issued within a period of two (2) working days prior to the time and date set for the bid opening. Should it become necessary to issue an addendum within the two (2) day period prior to the bid opening, the bid date will be reset to a date not less than five (5) working days after the date of the addendum, giving bidders ample time to comply with the addendum. When replying to a bid request on which an addendum has been issued, and the specifications require acknowledgement, the bid shall indicate that provisions of the addendum have been noted and that the bid is being offered in compliance therewith. Failure to make this statement may result in the bid being rejected as not being in accordance with the revised specifications or plans.

19. Nonresponsive Bids

Nonresponsive bids will not be considered. A non-responsive bid is considered to be a bid that does not comply with the minimum provisions of the specification. Any bidder found to repeatedly offer alternated products that are not compliant with specifications in an attempt to obtain a contract on the basis of pricing only will be disqualified from bidding for a period of 24 months.

20. Specification Clarification

It shall be incumbent upon all bidders to understand the provisions of the specifications and to obtain clarification prior to the time and date set for bid opening. Such clarification will be answered only in response to a written request submitted in the specified amount of time set by MDWFP. MDWFP reserves the right to specify a time frame in which clarification request shall be made.

22. Firm Bid Price

Prices accepted from bidder submissions shall be firm for the term of the contract except that the State shall receive the benefit of any price decrease in excess of five (5) percent. The contractor must provide written price reduction information within ten (10) days of its effective date.

23. Contract Extension

- 23.1 Automatic contract renewals or extensions are not allowed. Contracts must be extended or renewed with the proper documents signed or approved by MDWFP.
- 23.2 MDWFP reserves the right to extend the term of a contract, when necessary, to continue a source of supply whenever new or replacement contracts are not completed prior to the expiration date. Such extensions are dependent upon the agreement of the Contractor and shall not exceed three (3) months.

24. Suspension and Debarment

By submitting a bid, the bidder is certifying that neither the bidder nor any potential subcontractors are debarred or suspended or are otherwise excluded from or ineligible for participation in federal assistance programs.

25. Assignment

The Contractor shall not assign or subcontract in whole or in part, its right or obligations under this agreement without prior written consent of the MDWFP.

26. Indemnification

Contractor shall indemnify, defend, save and hold harmless, protect, and exonerate the MDWFP, its Commissioners, Board Members, officers, employees, agents, and representatives from and against all claims, demands, liabilities, suits, actions, damages, losses, and costs of every kind and nature whatsoever, including, without limitation, court costs, investigative fees and expenses, and attorneys' fees, arising out of or caused by Contractor's and/or its partners, principals, agents, employees, and/or subcontractors in the performance of or failure to perform this Agreement. In MDWFP's sole discretion, Contractor may be allowed to control the defense of any such claim, suit, etc. In the event Contractor defends said claim, suit, etc., Contractor shall use legal counsel acceptable to MDWFP; Contractor shall be solely liable for all reasonable costs and/or expenses associated with such defense and the MDWFP shall be entitled to participate in said defense. Contractor shall not settle any claim, suit, etc., without MDWFP's concurrence, which MDWFP shall not unreasonably withhold.

27. Force Majeure

If MDWFP is closed for any reason, including but not limited to: acts of God, strikes, lockouts, riots, acts of war, epidemics, governmental regulations superimposed after the fact, fire, earthquakes, floods, or other natural disasters (the "Force Majeure Events"), which closure prevents the opening of bids at the advertised date and time, all bids received shall be publicly opened and read aloud on the next business day that the agency shall be open and at the previously advertised time. The new date and time of the bid opening, as determined in accordance with this paragraph, shall not be advertised, and all bidders, upon submission of a bid proposal, shall be deemed to have knowledge of and shall have agreed to the provisions of this paragraph. Bids shall be received by the agency until the new date and time of the bid opening as set forth herein. MDWFP shall not be held responsible for the receipt of any bids for which the delivery was attempted and failed due to the closure of MDWFP as a result of a Force Majeure Event. Each bidder shall be required to ensure the delivery and receipt of its bid by MDWFP prior to the new date and time of the bid opening.

SECTION II

INSTRUCTIONS AND SPECIAL CONDITIONS

1. Purpose

The Mississippi Department of Wildlife, Fisheries, and Parks requests sealed bids for a pre-

engineered metal building and installation. It is understood that any contract resulting from RFX #3160005060 requires approval by the Office of Purchasing, Travel and Fleet Management (OPTFM). If any contract resulting from RFX #3160005060 is not approved by the OPTFM, it is void and no payment shall be made.

2. **Scope of Services**

The specifications set forth herein as “**Section III**” represent a minimum of required equipment and operational needs of MDWFP. The bidder may propose options above and beyond these specifications that best suit MDWFP’s interests as determined by the agency. The bidder agrees to begin delivery within **30 days** of award. Failure to do so may result in cancellation of award. If cancellation of award occurs, a new award will be made to the next lowest bidder meeting required specifications.

3. **Term**

The term of the contract shall be for a July 1, 2022 through August 31, 2023.

4. **Required Letter of Intent**

Bidders shall notify MDWFP of their intention to submit a Bid. The letter of intent (Attachment D) shall be submitted via email to Office of Procurement at procurement@wfp.ms.gov by **March 22, 2022**, 2:00 p.m., Central Time. Office of Procurement shall acknowledge receipt of letter of intent via email. A NON--ACKNOWLEDGEMENT is a NON-RECEIPT of required letter of intent. **Letter of intent is a prerequisite to bid submission.**

5. **Bid Acceptance Period**

The Bid Cover Sheet, the Bid Form, and the Execution of Bid Form, shall be signed and submitted in a sealed envelope or package to the Mississippi Department of Wildlife, Fisheries, and Parks, 1505 Eastover Drive, Jackson, MS 39211, no later than the time and date specified for receipt of bids. Timely submission of the bid forms is the responsibility of the bidder. Bids received after the specified time shall be rejected and returned to the bidder unopened. The envelope or package shall be marked with the bid opening date and time, and the RFX #3160005060. The time and date of receipt shall be indicated on the envelope or package by the Procurement Office. Each page of the bid form and all attachments shall be identified with the name of the bidder. Failure to submit a bid on the bid form provided shall be considered just cause for rejection of the bid. Modifications or additions to any portion of the procurement document may be cause for rejection of the bid. MDWFP reserves the right to decide, on a case-by-case basis, whether to reject a bid with modifications or additions as non-responsive. As a precondition to bid acceptance, MDWFP may request the bidder to withdraw or modify those portions of the bid deemed non-responsive that do not affect quality, quantity, price, or delivery of the service.

5.1 **Timeline**

Start Date <ul style="list-style-type: none">First Date of AdvertisementSecond Date of Advertisement	April 18, 2022 April 26, 2022
Required Letter of Intent Deadline	April 29, 2022, 2:00 PM CT
Bidder Submission Deadline Date and Time	May 20, 2022, 2:00 PM CT
Opening Date and Time	May 20, 2022, 2:15 PM CT
Anticipated Date of the Notice of Award	May 23, 2022
Anticipated Period of Performance	July 1, 2022- August 31, 2023

5.2 Late Submissions

A bid received at the place designated in the solicitation for receipt of bids after the exact time specified for receipt will not be considered unless it is the only bid received, or it is received before award is made and was sent by registered or certified mail not later than the fifth (5th) calendar day before the date specified for receipt of bids. It must be determined by the MDWFP that the late receipt was due solely to mishandling by the MDWFP after receipt at the specified address.

The only acceptable evidence to establish the date of mailing of a late bid is the U.S. Postal Service postmark on the wrapper or on the original receipt from the U.S. Postal Service. If the postmark does not show a legible date, the contents of the envelope or package shall be processed as if mailed late. "Postmark" means a printed, stamped, or otherwise placed impression, exclusive of a postage meter impression, that is readily identifiable without further action as having been supplied and affixed by the U.S. Postal Service on the date of mailing. Bidders should request postal clerks to place a hand cancellation postmark (often called a bull's eye) on both the receipt and the envelope or wrapper. The only acceptable evidence to establish the time of receipt at the office identified for bid opening is the time and date stamp of that office on the bid wrapper or other documentary evidence of receipt used by that office.

6. Expenses Incurred In Preparing Bid

MDWFP accepts no responsibility for any expense incurred by the bidder in the preparation and presentation of a bid. Such expenses shall be borne exclusively by the bidder.

7. Bid Form

All pricing must be submitted on the bid form (**Attachment B**). Failure to complete and/or sign the bid form may result in the bidder being determined nonresponsive.

7.1 Bidder Certification

The bidder agrees that submission of a signed bid form is certification that the bidder will accept an award made to it as a result of the submission.

8. Registration with Mississippi Secretary Of State

By submitting a bid, the bidder certifies that it is registered to do business in the State

of Mississippi as prescribed by the Mississippi Secretary of State or, if not already registered, that it will do so within seven (7) business days of being offered an award. Sole proprietors are not required to register with the Mississippi Secretary of State.

9. Additional Information

Questions and requests for clarification must be submitted in writing to Leigh Washington at procurement@wfp.ms.gov. Bidders are cautioned that any statements made by contact persons that cause a material change to any portion of the bid document shall not be relied upon unless subsequently ratified by a formal written amendment to the bid document.

10. Applicable Law. This contract shall be governed by and construed in accordance with the laws of the State of Mississippi, excluding its conflict of laws provisions, and any litigation with respect thereto shall be brought in the courts of the State. Contractor shall comply with applicable federal, state and local laws and regulations.

11. Availability of Funds. It is expressly understood that the obligation of the MDWFP to proceed under this agreement is conditioned upon the appropriation of funds by the Mississippi State Legislature and the receipt of state and/or federal funds. If the funds anticipated for the continuing fulfillment of the agreement are, at any time, not forthcoming or insufficient, either through the failure of the federal government to provide funds or of the State of Mississippi, to appropriate funds or the discontinuance or material alteration of the program under which funds were provided or if funds are not otherwise available to the MDWFP, the MDWFP shall have the right upon ten (10) working days notice to the Independent Contractor, to terminate this agreement without damage, penalty, cost or expenses to the MDWFP of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.

12. Compliance with Laws. Contractor understands that the MDWFP is an equal opportunity employer and therefore, maintains a policy which prohibits unlawful discrimination based on race, color, creed, sex, age, national origin, physical handicap, disability, genetic information, or any other consideration made unlawful by federal, state, or local laws. All such discrimination is unlawful and contractor agrees during the term of the agreement that contractor will strictly adhere to this policy in its employment practices and provision of services. Contractor shall comply with, and all activities under this agreement shall be subject to, all applicable federal, state of Mississippi, and local laws and regulations, as now existing and as may be amended or modified.

13. E-Payment. Contractor agrees to accept all payments in United States currency via the State of Mississippi's electronic payment and remittance vehicle. The agency agrees to make payment in accordance with Mississippi law on "Timely Payments for Purchases by Public Bodies," Mississippi Code Annotated § 31-7-301, et seq., which generally provides

for payment of undisputed amounts by the agency within forty-five (45) days of receipt of invoice. Mississippi Code Annotated § 31-7-301 *et seq.*

14. **E-Verification.** If applicable, Contractor represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act of 2008, and will register and participate in the status verification system for all newly hired employees. Mississippi Code Annotated §§ 71-11-1 *et seq.* The term “employee” as used herein means any person that is hired to perform work within the State of Mississippi. As used herein, “status verification system” means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. Contractor agrees to maintain records of such compliance. Upon request of the State and after approval of the Social Security Administration or Department of Homeland Security when required, Contractor agrees to provide a copy of each such verification. Contractor further represents and warrants that any person assigned to perform services hereafter meets the employment eligibility requirements of all immigration laws. The breach of this agreement may subject Contractor to the following:
- a. termination of this contract for services and ineligibility for any state or public contract in Mississippi for up to three (3) years with notice of such cancellation/termination being made public; or
 - b. the loss of any license, permit, certification or other document granted to Contractor by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year; or,
 - c. both. In the event of such cancellation/termination, Contractor would also be liable for any additional costs incurred by the State due to contract cancellation or loss of license or permit to do business in the State.

In the event of such cancellation/termination, Contractor would also be liable for any additional costs incurred by the State due to contract cancellation or loss of license or permit to do business in the State.

15. **Force Majeure.** Each party shall be excused from performance for any period and to the extent that it is prevented from performing any obligation or service, in whole or in part, as a result of causes beyond the reasonable control and without the fault or negligence of such party and/or its subcontractors. Such acts shall include without limitation acts of God, strikes, lockouts, riots, acts of war, epidemics, governmental regulations superimposed after the fact, fire, earthquakes, floods, or other natural disasters (“force majeure events”). When such a cause arises, Contractor shall notify the State immediately in writing of the cause of its inability to perform, how it affects its performance, and the anticipated duration of the inability to perform. Delays in delivery or in meeting completion dates due to force majeure events shall automatically extend such dates for a period equal to the duration of the delay caused by such events, unless the State determines it to be in its best interest to terminate the agreement.

16. **Independent Contractor Status.** Contractor shall, at all times, be regarded as and shall be legally considered an independent contractor and shall at no time act as an agent or employee of MDWFP. Nothing contained herein shall be deemed or construed by MDWFP, Contractor, or any third party as creating the relationship of principal and agent, master and servant, partners, joint ventures, employer and employee, or any similar such relationship between the MDWFP and Contractor. Neither the method of computation of fees or other charges, nor any other provision contained herein, nor any acts of the MDWFP or Contractor hereunder creates, or shall be deemed to create a relationship other than the independent relationship of the MDWFP and Contractor. Contractor's personnel shall not be deemed in any way, directly or indirectly, expressly or by implication, to be employees of the State. Neither Contractor nor its employees shall, under any circumstances, be considered servants, agents, or employees of the MDWFP, and the MDWFP shall be at no time legally responsible for any negligence or other wrongdoing by Contractor, its servants, agents, or employees. The MDWFP shall not withhold from the contract payments to Contractor any federal or state unemployment taxes, federal or state income taxes, Social Security tax, or any other amounts for benefits to Contractor. Further, the MDWFP shall not provide to Contractor any insurance coverage or other benefits, including Worker's Compensation, normally provided by the State for its employees. All of the Contractor's activities will be at its own risk and Contractor is hereby given notice of its responsibility for arrangement to guard against physical, financial, and other risks as appropriate. Contractor shall observe and abide by all applicable laws and regulations including, but not limited to, those of MDWFP relative to conduct on its premises.
17. **Modification or Renegotiation.** This agreement may be modified only by written agreement signed by the parties hereto. The parties agree to renegotiate the agreement if federal and/or state revisions of any applicable laws or regulations make changes in this agreement necessary.
18. **Notices.** All notices required or permitted to be given under this agreement must be in writing and personally delivered or sent by certified United States mail, postage prepaid, return receipt requested, to the party to whom the notice should be given at the address set forth below. Notice shall be deemed given when actually received or when refused. The parties agree to promptly notify each other in writing of any change of address.

For the MDWFP:	For Contractor:
Lynn Posey, Deputy Executive Director	
Mississippi Department of Wildlife, Fisheries, and Parks	
1505 Eastover Drive	
Jackson, Mississippi 39211	

19. **Paymode.** Payments by state agencies using the State's accounting system shall be made

and remittance information provided electronically as directed by the State. These payments shall be deposited into the bank account of Contractor's choice. The State may, at its sole discretion, require Contractor to electronically submit invoices and supporting documentation at any time during the term of this Agreement. Contractor understands and agrees that the State is exempt from the payment of taxes. All payments shall be in United States currency.

20. **Representation Regarding Contingent Fees.** Contractor represents that it has not retained a person to solicit or secure a state contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except as disclosed in Contractor's bid or proposal.

21. **Termination for Convenience.**

- a. *Termination.* The MDWFP Head or designee may, when the interests of the State so require, terminate this contract in whole or in part, for the convenience of the State. The MDWFP Executive Director or designee shall give written notice of the termination to contractor specifying the part of the contract terminated and when termination becomes effective.
- b. *Contractor's Obligations.* The contractor shall incur no further obligations in connection with the terminated work and on the date set in the notice of termination the contractor will stop work to the extent specified. The contractor shall also terminate outstanding orders and subcontracts as they relate to the terminated work. The contractor shall settle the liabilities and claims arising out of the termination of subcontracts and orders connected with the terminated work. The MDWFP Executive Director or designee may direct the contractor to assign the contractor's right, title, and interest under terminated orders or subcontracts to the State. The contractor must still complete the work not terminated by the notice of termination and may incur obligations as are necessary to do so.

22. **Termination for Default.**

- a. *Default.* If Contractor refuses or fails to perform any of the provisions of this contract with such diligence as will ensure its completion within the time specified in this contract or any extension thereof, or otherwise fails to timely satisfy the contract provisions, or commits any other substantial breach of this contract, the MDWFP Executive Director or designee may notify Contractor in writing of the delay or nonperformance and if not cured in ten (10) days or any longer time specified in writing by the MDWFP Executive Director or designee, such officer may terminate Contractor's right to proceed with the contract or such part of the contract as to which there has been delay or a failure to properly perform. In the event of termination in whole or in part, the MDWFP Executive Director or designee may procure similar supplies or services in a manner and upon terms deemed appropriate by the MDWFP Executive Director or designee. Contractor shall continue performance of the contract to the extent it is not terminated and shall be liable for excess costs incurred in procuring similar goods or services.

- b. *Contractor's Duties.* Notwithstanding termination of the contract and subject to any directions from the procurement officer, Contractor shall take timely, reasonable, and necessary action to protect and preserve property in the possession of Contractor in which the State has an interest.
- c. *Compensation.* Payment for completed services delivered and accepted by the State shall be at the contract price. The State may withhold from amounts due Contractor such sums as the MDWFP Executive Director or designee deems to be necessary to protect the State against loss because of outstanding liens or claims of former lien holders and to reimburse the State for the excess costs incurred in procuring similar goods and services.
- d. *Excuse for Nonperformance or Delayed Performance.* Except with respect to defaults of subcontractors, Contractor shall not be in default by reason of any failure in performance of this contract in accordance with its terms (including any failure by Contractor to make progress in the prosecution of the work hereunder which endangers such performance) if Contractor has notified the MDWFP Executive Director or designee within fifteen (15) days after the cause of the delay and the failure arises out of causes such as: acts of God; acts of the public enemy; acts of the State and any other governmental entity in its sovereign or contractual capacity; fires; floods; epidemics; quarantine restrictions; strikes or other labor disputes; freight embargoes; or unusually severe weather. If the failure to perform is caused by the failure of a subcontractor to perform or to make progress, and if such failure arises out of causes similar to those set forth above, Contractor shall not be deemed to be in default, unless the services to be furnished by the subcontractor were reasonably obtainable from other sources in sufficient time to permit Contractor to meet the contract requirements. Upon request of Contractor, the MDWFP Executive Director or designee shall ascertain the facts and extent of such failure, and, if such officer determines that any failure to perform was occasioned by any one or more of the excusable causes, and that, but for the excusable cause, Contractor's progress and performance would have met the terms of the contract, the delivery schedule shall be revised accordingly, subject to the rights of the State under the clause entitled in fixed-price contracts, "Termination for Convenience". (As used in this Paragraph of this clause, the term "subcontractor" means subcontractor at any tier).
- e. *Erroneous Termination for Default.* If, after notice of termination of Contractor's right to proceed under the provisions of this clause, it is determined for any reason that the contract was not in default under the provisions of this clause, or that the delay was excusable under the provisions of Paragraph (4) (Excuse for Nonperformance or Delayed Performance) of this clause, the rights and obligations of the parties shall, if the contract contains a clause providing for termination for convenience of the State, be the same as if the notice of termination had been issued pursuant to such clause.
- f. *Additional Rights and Remedies.* The rights and remedies provided in this clause are in addition to any other rights and remedies provided by law or under this contract.

23. **Termination upon Bankruptcy.** This contract may be terminated in whole or in part by MDWFP upon written notice to Contractor, if Contractor should become the subject of

bankruptcy or receivership proceedings, whether voluntary or involuntary, or upon the execution by Contractor of an assignment for the benefit of its creditors. In the event of such termination, Contractor shall be entitled to recover just and equitable compensation for satisfactory work performed under this contract, but in no case shall said compensation exceed the total contract price.

24. **Trade Secrets, Commercial and Financial Information.** It is expressly understood that Mississippi law requires that the provisions of this contract which contain the commodities purchased or the personal or professional services provided, the price to be paid, and the term of the contract shall not be deemed to be a trade secret or confidential commercial or financial information and shall be available for examination, copying, or reproduction.
25. **Transparency.** This contract, including any accompanying exhibits, attachments, and appendices, is subject to the "Mississippi Public Records Act of 1983," and its exceptions. See Mississippi Code Annotated §§ 25-61-1 *et seq.* and Mississippi Code Annotated § 79-23-1. In addition, this contract is subject to the provisions of the Mississippi Accountability and Transparency Act of 2008. Mississippi Code Annotated §§ 27-104-151 *et seq.* Unless exempted from disclosure due to a court-issued protective order, a copy of this executed contract is required to be posted to the Department of Finance and Administration's independent agency contract website for public access at <http://www.transparency.mississippi.gov>. Information identified by Contractor as trade secrets, or other proprietary information, including confidential vendor information or any other information which is required confidential by state or federal law or outside the applicable freedom of information statutes, will be redacted.
26. **Protest of Award**
Any actual or prospective bidder or contractor who is aggrieved in connection with this solicitation or the outcome of the Invitation for Bids may file a protest with the IFB Coordinator, Leigh Washington. All protests must be in writing, dated, signed by the bidder or an individual authorized to sign contracts on behalf of the protesting bidder, and contain a statement of the reason(s) for protest, citing the law(s), rule(s) or regulation(s), and/or procedure(s) on which the protest is based.

Protests shall be made in writing and shall be filed in duplicate within seven (7) days after the protestor knows or should have known of the facts giving rise thereto. A protest is considered filed when received by the Chief Procurement Officer or the head of a purchasing agency. Protests filed after the seven (7) day period shall not be considered.

SECTION III

SPECIFICATIONS

1. Bidders must furnish all information requested in the bid specifications. Further, when required, each bidder must submit for bid evaluation cuts, sketches, descriptive literature and technical specifications covering the product offered. Reference to literature submitted with a previous bid or on file with MDWFP will not satisfy this provision.

2. The specifications set forth herein as “**Section III**” represent a minimum of required equipment and operational needs of the Mississippi Department of Wildlife, Fisheries, and Parks. The bidder may propose options above and beyond these specifications that best suit MDWFP’s interests as determined by the agency.
3. The bidder agrees to begin delivery within specified time frame indicated in notice of intent to award. Failure to do so may result in cancellation of award. If cancellation of award occurs, new award will be made to the next lowest bidder meeting required specifications.

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Bid Cover Sheet to Follow]



MS DEPARTMENT OF WILDLIFE, FISHERIES, AND PARKS
1505 EASTOVER DRIVE, JACKSON, MS 39211-6374

BID COVER SHEET
ATTACHMENT A

RFX #3160005060 – UNIFORM APPAREL

The MDWFP is seeking to receive bids for RFX #3160005060, which is for uniform apparel ordered and delivered. Bids are to be submitted online in MAGIC or by paper submission, on or before May 20, 2022 at 2:00 PM CT.

PLEASE MARK YOUR ENVELOPE:

RFX #3160005060
Opening Date: May 20, 2022, 2:15 PM CT
Mississippi Department of Wildlife, Fisheries, and Parks
ATTN: Leigh Washington
1505 Eastover Drive
Jackson, MS 39211

SEALED BID – DO NOT OPEN

Company Name: _____

Minority Status: ☐ Applicable ☐ Not Applicable

If Applicable, check at least one (1): ☐ Minority Enterprise ☐ Women Business

Quoted by: _____

Signature: _____

Address: _____
(Street/P.O. Box)

(City) (State) (Zip Code)

Company Representative: _____

Telephone Number: _____ Fax Number: _____

Email Address: _____



MS DEPARTMENT OF WILDLIFE, FISHERIES, AND PARKS
1505 EASTOVER DRIVE, JACKSON, MS 39211-6374

BID FORM
ATTACHMENT B

RFX #3160005060 – UNIFORM APPAREL

Company	Company Representative	Telephone

The pricing quoted must be inclusive of, but not limited to the following:

- All required equipment and materials
- All required insurance
- All required overhead
- All required profit
- All required transportation
- All required labor
- All required business and professional licenses, permits, fees, etc. (if any)
- Any and all other costs associated with performing the services

The pricing must include ALL associated costs with no additional or hidden fees.

ITEM CODE	ITEM DESCRIPTION	PRICE
K5134	Elbeco UFX Short Sleeve Tactical Polo	
K5144	Elbeco UFX Long Sleeve Tactical Polo	
89260	5.11 Uniform Hat Style 89260	
NS430	All-Weather Shooting Duty Glove - NS430	
2348	Bates Boot 2348	
8560M	Blauer Mens Trousers- 8560	
8560W	Blauer Women's Trousers 8560	
9820-60	Blauer Tacshell Jacket With Softshell Fleece Liner- Short, Regular, And Tall	
1447091	Columbia Bora Bora II Booney Hat 1447091	
6505ST-3	Boston Leather Belt -Basket Weave 6505ST-3	
6580NL-1B-GB	Boston 1 1/4" Brown Leather Belt 6580NI-1B-Gb	
6582NL-1B-GB	Boston 1 1/2" Brown Leather Belt-No Line Brown 6582NI-1B-Gb	
HJ375	Berne Quilt Lined Jacket (Small To 6X)	
P967TKH	Bern P967TKH carpenter pant	
TV239	Dickies Coveralls S-6X Regular And M-2Xtall	
102088	Carhartt Women Pants , Yukon Sizes 2/18	
FP121	Dickies Women's Pants Sizes 2-18 + 16w-24w	
FP321	Dickies Women's Relaxed Pants Sized 2-18 + 16w-24w	

CS412	Cornerstone Cs412 Men's Select Snag-Proof Polo Shirt	
TLCS412	Cornerstone Tlcs412 Men's Select Snag-Proof Polo Shirt Tall	
CS413	Cornerstone Cs413 Women's Select Snag-Proof Polo Shirt	
WDB13	Thorlos Cushioned Padded Boot Sock - WDB13	
WGX13	Thorlos Cushioned Padded Crew Sock - WGX13	
2846	Irish Setter Vaprtrek 17 inch Snake Boot	
41340	Danner Pronghorn 8" Gore-Tex Non-Insulated Waterproof Boot 41340	
PAMCAP-WFP	Department Cap-Elite-Summer	
FP121	Dickies Women's Flat Front Pants-FP121	
FP321	Dickies Women's Relaxed Straight Pants-FP321	
FPW321	Dickies Women's Relaxed Straight Pants-FPW321	
DW175060	Drake Waterfowl Sweater Hat DW17506	
DW7200	Drake Bibs (S-XL) DW1200	
DW7200	Drake Bibs (2Xto3X) DW1200	
DW7120	Drake Jacket (S-XL) DW1000	
DW7120	Drake Jacket (2Xto3x) DW1000	
816	Golden Stag Waterproof Work Glove - 816	
RYXW082	Rocky Aztec Crazy Horse Women's Boot	
3040	Justin Leather Dress Boots 3040	
3162	Justin Leather Dress Boots 3162	
HS1122	Men's Deputy Long Sleeve Shirt - HS1122	
HS1220	Men's Deputy Short Sleeve Shirt - HS1220	
HS1115	Men's Long Sleeve Shirt - HS1115	
HS1211	Men's Short Sleeve Shirt - HS1211	
SP60LT	Red Kap Sp Work Shirts - SP60Lt-Short Sleeve (Tan)	
SP50LT	Red Kap Sp Work Shirts -SP50Lt- Long Sleeve (Tan)	
1295	Poplin Long Sleeve Shirt - 1295 (Regular)	
L508	Port Authority Ladies L508 S/S Shirt	
L608	Port Authority Ladies L608 Long Sleeve	
S508	Port Authority Men's S508 S/S Shirt	
S608	Port Authority Men's S608 Long Sleeve Tall Shirt L-4XL	
F217	Port Authority Fleece Jacket- Men's F217	
L217	Port Authority Fleece Jacket- Women's L217	
14920	Scrub Pants With Drawstring S-5X	
14720	Scrub Pants With Elastic Waist	
14700	Landau Scrub Top - V Neck (2XL/3XL) 14700	
WX-558	Thorlos Walking Socks Dark Khaki	
90010-289	Samuel Broome Tie - Ready Made Bend-Over(Metal Clip) 90010-289	
PARKA	Atlenco Tru-Spec Gen 2 Ecwcs Parka(2034)&Pants(2031) Regular And Tall Sizes	
1244395	Under Armour Tactical Leggings 1343247-001	

12443993	Under Armour Tactical Mock Turtleneck - 1365388-001	
150040	Lacrosse Grange Non-Insulated Rubber Boots	
F2432-125	Wigwam Merino Wool Sportsman Sock- F2432-125	
HS1174	Women's Deputy Long Sleeve Shirt - HS1174	
HS1275	Women's Deputy Short Sleeve Shirt - HS1275	
5295	Women's Long Sleeve Shirt - 5295	
376011	Lacrosse Alphaburly Pro Insulated Boot (Sizes 6-15)	
2510	Edwards Flat Front Men's Pants - 2510 waist 28-54	
1G16M	XGO Performance T-Shirt 1G16M	
2400	Gildan Cotton T-Shirt Long Sleeve No Pocket	
2000	Gildan Cotton T-Shirt S/S S - 5X	
1939RTB	Dickies Carpenter Jeans 30 to 50 Waist 1939RTB	
WHS2147	Horace Small Brown Polyester Pants HS21477	
J001436	Merrell Women's Encore Moc 4 Leather Shoe	
J001434W	Merrell Women's Encore Moc 4 Leather Shoe (wide)	
J000863	Merrell Men's World Legend 2 Moc Shoe (Chocolate Polish)	
J000863W	Merrell Men's World Legend 2 Moc Shoe (wide) (Chocolate Polish)	
DP62504	12" Wellington Waterproof Boot - Brown	
74369-190	5.11 Stryke Pants	
64386-190	Women's 5.11 Stryke Pant	
71354-190	5.11 SS Stryke Shirt	
61325-190	Women's 5.11 SS Stryke Shirt	
72399-190	5.11 LS Stryke Shirt	
62404-190	Women's 5.11 LS Stryke Shirt	
73327-190	5.11 Stryke Shorts (women's N/A)	
	On Cloud Waterproof Running Shoe (Lunar)	
J06051	Merrell Men's MOAB 2 Mid WP Boot	
2098	Muddy Water Tri-Zone Heated Down Jacket - Black - /Jacket Black, 3XL	
2103	Muddy Water Tri-Zone Heated Down Jacket - Black - /Jacket Black, XXL	
2102	Muddy Water Tri-Zone Heated Down Jacket - Black - /Jacket Black, XL	
2101	Muddy Water Tri-Zone Heated Down Jacket - Black - /Jacket Black, L	
2100	Muddy Water Tri-Zone Heated Down Jacket - Black - /Jacket Black, M	
2099	Muddy Water Tri-Zone Heated Down Jacket - Black - /Jacket Black, S	
2115	Muddy Water Tri-Zone Heated Down Vest - Black - Vest/Jacket Black, 3XL	
2113	Muddy Water Tri-Zone Heated Down Vest - Black - Vest/Jacket Black, XL	
2114	Muddy Water Tri-Zone Heated Down Vest - Black - Vest/Jacket Black, XXL	
2112	Muddy Water Tri-Zone Heated Down Vest - Black - Vest/Jacket Black, L	
2111	Muddy Water Tri-Zone Heated Down Vest - Black - Vest/Jacket Black, M	
2110	Muddy Water Tri-Zone Heated Down Vest - Black - Vest/Jacket Black, S	

By signing below, the Company Representative certifies that he/she has authority to bind the company, and further acknowledges on behalf of the company:

1. That he/she has thoroughly read and understands this Invitation for Bids, RFX #3160005060 , and the attachments herein;
2. That the company meets all requirements and acknowledges all certifications contained in this Invitation for Bids, RFX #3160005060 , and the attachments herein;
3. That the company agrees to all provisions of this Invitation for Bids, RFX #3160005060 , and the attachments herein;
4. That the company will perform, without delay, the services required at the prices quoted in this **Attachment C**; and
5. That, to the best of its knowledge and belief, the cost or pricing data submitted is accurate, complete, and current as of the submission date.
6. That the company has, or will secure, at its own expense, applicable personnel who shall be qualified to perform the duties required to be performed under this Invitation for Bids.

Printed Name: _____

Signature/Date: _____



RFX #3160005060 – UNIFORM APPAREL

EXECUTION OF BID MUST BE SIGNED IN INK

In compliance with this invitation for bid and subject to all the conditions and specifications listed herein, the undersigned offers and agrees to furnish any or all of the items upon which prices are quoted, at the price set opposite each item.

Bidder Information:

Company Name: _____

Address: _____

(Street/P.O. Box)

(City)

(State)

(Zip Code)

Telephone Number: _____ Fax Number: _____

Email Address: _____

Authorized Signature: _____

*(Member of Business/Corporation or Person Authorized to Sign on Behalf of Business)

Printed Name: _____

Title: _____

Date: _____

Acknowledgment of Amendments: (if applicable)

Amendment No. 1 _____

Amendment No. 2 _____

*Signature of bidder must be in ink

Printed Name/Title: _____

Signature/Date: _____

**REQUIRED LETTER OF INTENT
ATTACHMENT D**

Date

Leigh Washington, Bid Coordinator
Mississippi Department of Wildlife,
Fisheries and Parks
1505 Eastover Drive
Jackson, MS 39211

Email: procurement@wfp.ms.gov

Re: Letter of Intent for **RFX No.** _____

Dear Leigh Washington:

This letter is to inform you that _____ intends to submit a bid in response to **RFX No.** _____ for the _____ services by the specified deadline.

Please find the following:

- Bidder's organizational name: _____
- Address: _____
- Contact person's name, title, phone number: _____
- Email address: _____
- Tax I.D. number: _____
- Supplier number (if known): _____

Sincerely,

Authorized Representative